books in "frontier" or "backwoods" states, and that "books that are referred to nowadays as a laughing stock by intelligent teachers are foisted upon whole states for a series of years;" *held*, to constitute an actionable libel. Libelous matter regarding the method of transacting one's business is actionable without the allegation of special damage.

Libel and Slander—Words Actionable per se.—Squires v. *State*, 45 S. W. (Texas) 147. To send out a circular letter purported to be issued and signed by a nominee for office, and directed to the opposing party, wherein the nominee is represented as renouncing the principles of the party which he is openly espousing, and advocating those of the opposing party and requesting its support; *held*, to constitute libel, as calculated to bring such nominee into contempt of honorable persons, but not as representing him to be a person unworthy of holding public office.

MISCELLANEOUS.

Game—Contract for Storage During "Closed Season"—Validity.—Haggerty et al. v. *St. Louis Ice Manufacturing and Storage Co.* 44 S. W. (Mo.) 1114. Where a statute prohibits the killing of certain game a certain times of the year, and further makes it a misdemeanor for any person to have in his possession during the "closed season" any of the specified game; *held*, that a contract to store such game during the "closed season" and to re-deliver it at the beginning of the "open season," was void and could not be enforced. *Sprague* v. *Rooney*, 104 Mo. 360, 16 S. W. Rep. 505.

Agency—Contract of Agent with Third Party.—Culver v. *Nester*, 74 N. W. (Mich.) 532. An attorney with the knowledge and assent of his client made a contract with a third party by the terms of which he was to receive a commission if he brought about an auction sale by order of court of certain property in litigation claimed by his client, and the third party succeeded in buying the property at or below a certain price. *Held*, not void as in restraint of free bidding, as the third party was not restricted to the price named. The assent of the client who apparently wished the attorney to get his pay from the commission rather than to pay him directly prevents the contract from being void as bringing the interests of principal and agent into conflict.

Constitutional Law—Due Process of Law—Compensation for Corporate Franchises.—Newburyport Water Co. v. *City of Newburyport*, 85 Fed. Rep. 723. A statute under which a water company is in effect compelled to convey its plant to a city under threat of municipal competition, and which provides that in case the parties could not agree as to the price to be paid, the Supreme Court might appoint a commission to determine the value of said property, but such value to be reckoned "without enhancement on account of future earning capacity or good will, or on account of the franchise of said company;" *held*, to be void as providing for the taking of property without due compensation. The fact that the company elected to sell under this statute, and petitioned the court to appoint the appraisers, *held* not to preclude it from maintaining a bill in a Federal court to test the validity of the statute.

Equity—Mistake of Law—Constructive Notice.—Kelly v. *Ct. Mut. Life Ins. Co.*, 59 N. Y. Supp. 139 Testator had made a policy payable to his son and then changed it, making it payable to his legal representatives. The son, as executor, had distributed the proceeds of the policy to the estate's creditors,

with knowledge that the former policy had been issued to him personally. *Held*, that the son could not recover on the former policy, though he did not know that at the time it was in existence, since the mistake was one as to his legal rights. The thing to be known was whether the policy had been legally issued and not its continued physical existence. *Held*, further, that if company's agent had told the son that the former policy had never been issued, but gave him full access to the books, he was chargeable with notice of the issue of the former policy, since an ordinarily prudent man could have apprised himself of the fact.

Interstate Commerce—Regulations.—People v. *Warden of City Prison, 50 N. Y. Supp. 56.* The laws of New York prohibit the sale of tickets by persons not the authorized agents of the carriers, and empower the purchase by the agents of given lines of tickets over other lines for through transportation. *Held*, that these laws are valid and are not an attempted regulation of interstate commerce. They do not in any way affect the fact of transportation or interfere with a passenger seeking to make a contract of transportation, but are merely an exercise of the police power for the protection of travellers.

Divorce.—Olson v. *Olson*, 74 N. W. (Wis.) 543.—A judgment of divorce on the ground of desertion, which was for the interest of both parties, will not be disturbed where there is evidence to the effect that the defendant was compelled to leave the plaintiff by reason of his cruel and inhuman treatment, but the answer fails to allege such fact or any fact as counter-claim.

Legal Tender—Mutilated Bank Note.—North Hudson County Ry. Co. v. *Anderson*, 39 Atl. Rep. (N. J.) 905.—Plaintiff brought suit for damages for being ejected from defendant's car, claiming that he tendered the conductor a dollar bill, from which a piece one inch and a quarter by one inch and a half had been torn on the upper left-hand corner. *Held*, not a valid tender, as there was absent a part of the bill by which the conductor might be aided in determining its genuineness. The rules of the Treasury Department with regard to the redemption of mutilated notes relate simply to redemption, and do not make such notes legal tender. The case is distinguished from that of *R. R. Co.* v. *Morgan*, 52 N. J. Law 60, 18 Atl. 904, when a genuine silver coin, worn smooth by use, was held to be a legal tender.

Wills—Construction—Lapse of Legacies—Religious Bequests—Validity.—Kerrigan v. *Taft et al.*, 39 Atl. Rep. (N. J.) 701. *Held*, that a legacy to a priest, to be expended for masses for the repose of testatrix's soul, is a charitable, and not a superstitious use, and valid under the Federal and State constitution relating to freedom of conscience and religious belief. Const. U. S. Amend. I.; Const. N. J., Art. I., §§ 3, 4. Such a legacy creates a trust, which does not lapse on the death of the trustee before the testatrix, but will be carried out by the appointment by the court of another trustee. Compare to the same effect, *Hoeffer et al.* v. *Clogan et al.* (Ill.), decided February 14, 1898; and *In re Zimmerman's Will*, 50 N. Y. Supp. 395. For a case upholding such a bequest on the ground that it was an absolute gift, and not a trust which was void for uncertainty of beneficiaries, see *Harrison* v. *Brophy et al.* (Kan.), cited on p. 279, Vol. VII., YALE LAW JOURNAL.

National Banks—Assessments—Enforcement.—Hulitt v. *Bell*, 85 Fed. Rep. 98. An assessment on notice from the comptroller of the currency in accordance with Rev. St., § 5205, is optional with the corporation, and is for